

REPORT

Of the Committee of Claims, in the case of Frederick Purley.

JANUARY 16, 1824.

Read, and ordered to lie upon the table.

JANUARY 22, 1824.

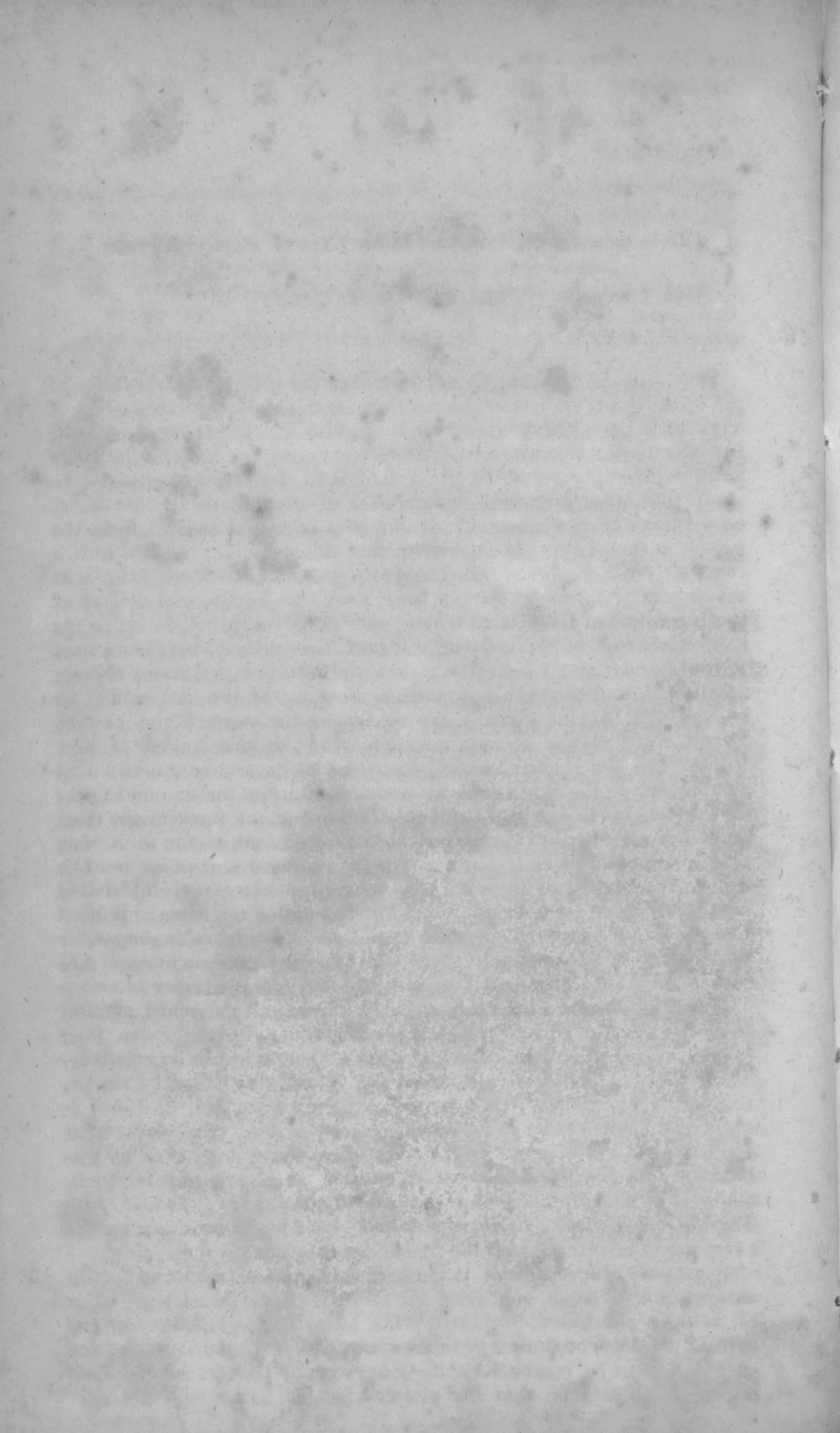
Printed by order of the House of Representatives.

The Committee of Claims, to whom was referred the petition of Frederick Purley,

REPORT:

The petitioner represents, that, on the 20th of March, 1813, he entered into a contract with Justus Post, agent for fortifications in the harbor of New York, to procure and deliver a quantity of stone, at the Narrows on Long Island, or at such other place or places in said harbor, as the agent might, from time to time, designate; and to be supplied as fast as the most rapid progression of the work might require. That, at great expense, he put himself in readiness to fulfil his contract in due time, but the agent always refused and neglected to receive the stone, or any part of it, or to designate the place of delivery; in consequence of which, he was compelled to dispose of the stone at a very great sacrifice. For the loss which has thus happened to him, the petitioner asks Congress to grant him such relief as he may be entitled to. The Committee think the petitioner has not supported his claim by the requisite testimony, and therefore submit to the House the following resolution:

Resolved, That the prayer of the petitioner ought not to be granted.



[*To be annexed to the Report in the Case of Frederick Perley.*]

TREASURY DEPARTMENT,

Third Auditor's Office, Jan. 8, 1824.

SIR: I have the honor to acknowledge the receipt of your letter of the 5th instant, enclosing the petition, and accompanying papers of Frederick Perley, requesting me to furnish the Committee with all the information this office will afford, respecting the facts in the case, and the principle on which it is founded. I have, accordingly, to state that, after a careful examination of the records of this office, no evidence of the claim can be found. It would appear, from the papers accompanying the petition, that the petitioner entered into a contract on the 20th of March, 1813, with Justus Post, who was then agent of fortifications at New York, to procure and deliver at the Narrows, on Long Island, or at such other place, or places, in the said harbor of New York, as the said Justus Post may, from time to time, designate, a quantity of stone of certain descriptions therein mentioned, and such other quantities of stone of the like nature, as he, the said Justus Post, may require, in the construction of such fortifications as are already commenced in the said harbor of New York. The delivery to be commenced as early, and be deposited at such places as the said Justus Post may direct; for the due and faithful performance of which contract, the parties, for themselves, their heirs or assigns, bind themselves each to the other, in the penal sum of one thousand dollars. The petitioner represents, that he went to great expense to put himself in a state of readiness to fulfill said contract, on his part, in due time, but the said agent always refused and neglected to receive the said stone, or any part of the same, or to designate a place of delivery. That the petitioner was therefore compelled to dispose of said stone at a very great sacrifice.

Independent of the absence of testimony, as to the actual amount of damage sustained by the petitioner, the causes which led Mr. Post to refuse to designate the place, at which the stone was to be delivered, or to refuse, or neglect to receive the stone, as alleged by the petitioner, are not established by any evidence from Mr. Post, nor is there any evidence on the subject, either in this office, or the War Department. It is found by the accounts of that officer, that he was in the practice of purchasing stone from other persons, for the fortifications in the harbor of New York, during the years 1813 and 1814. He must, therefore, it is to be presumed, have had some cause for not carrying the contract with the petitioner into effect.

It may be proper to add that the instructions to agents of fortifications at that time, contained the following directions, viz: "For all articles purchased, you will take bills of parcels, with fair and explicit receipts of the party from whom the purchase is made, and each bill must be certified by the Engineer, or Officer, superintending the fortifications, that the article charged has been received."

In the present case, nothing appears from the officer superintending the works, and in all, the accounts allowed on settlement to Mr. Post the superintending officer certifies the accounts.

The papers are returned.

With great respect,

Your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. LEWIS WILLIAMS,

Chairman of the Committee of Claims, H. R.

To the Senate and House of Representatives of the United States in Congress assembled:

The petition of the subscriber respectfully represents, that, on the twentieth day of March, in the year 1813, your petitioner entered into a written contract with Justus Post, agent for fortifications in the harbor of the city of New York, on behalf of the United States, to procure and deliver, a large quantity of stone, as specified in the instrument herewith submitted, at the Narrows on Long Island, or at such other place, or places, in said harbor of New York, as the said agent might, from time to time designate, and to be supplied, as fast as the most rapid progression of the work on the fortifications, then commenced in said harbor, might require. That your petitioner, at great expense, put himself in a state of readiness to fulfil said contract on his part, in due time. But the said agent always refused, and neglected to receive said stone, or any part of the same, or to designate a place of delivery. That your petitioner was, therefore, compelled to dispose of said stone at a very great sacrifice. He, therefore, prays Congress to take his case into consideration, and grant him such reasonable relief, as may be deemed due.

FREDERICK PERLEY.

This is to certify that I entered into a contract with Justus Post, Agent of the United States for the fortifications in and about the City of New York, in the year 1813, in the month of March, for a quantity of stone specified in the said contract of that date. I made every necessary preparation that I thought necessary, and got a great part of the stone specified in the said contract, and prepared them for delivery, and called on him to receive the stone agreeable to the contract made with him. He put me off, from time to time, by saying that he expected to receive orders from the Secretary of War

in a short time, and would let me know. I sent to him by others, and he, the said Post, told them the same. I kept the stone on hand nearly 18 months, and the said Post never made any preparations to receive them, nor called on me to deliver them, and never let me know whether he, the said Post, would ever take them—therefore, I was compelled to sell the stone at a great loss, to pay the men I employed to prepare the stone, to fulfil the contract at the time understood by the contract, and the damage and loss was at least four thousand dollars to me at the best of my knowledge.

FREDERICK PERLEY.

DISTRICT OF COLUMBIA, }
County of Washington, 9th Dec. 1823. }

Personally appears, Frederick Perley, before the subscriber, a justice of the peace for the county aforesaid, and makes oath on the Holy Evangely of Almighty God, that the within statement is just and true.

Sworn before

JOHN COX.

Articles of agreement entered into, made, and agreed upon, by and between Frederick Perley, of Nyach, in the county of Rockland, and state of New York, of the first part, and Justus Post, Agent for fortifications in the harbor of the city of New York, in the state of New York aforesaid, on behalf of the United States, of the second part, witnesseth: That he, the said Frederick Perley, his heirs, or assigns, of the first part, doth, for the consideration hereafter specified, covenant and agree to procure and deliver at the Narrows, on Long Island, or at such other place or places in the said harbor of New York, as the said Justus Post may, from time to time, designate, the following specified quantities of free stone, for the public fortifications: that is to say, twelve thousand stone blocks; eight thousand pieces of ashler; three thousand superficial feet of cordon, nine inches thick; seven thousand superficial feet of coping, four inches thick; and twelve thousand cart loads of building stone; and such other quantities of stone, of the like nature and dimensions, as he, the said Justus Post, may require in the construction of such fortifications as are already commenced in the said harbor of the city of New York. All which stone aforesaid, will be supplied by the said Frederick Perley, as fast as the most rapid progression of the works may require, and in such quantities that a constant supply may be on hand to ensure the progress of the work against hindrance or delay. And the said stone will be of the following dimensions, that is to say, each block will be of sufficient size to measure, when handsomely dressed, two feet long, and one foot square at each end;

each piece of ashler to be of sufficient size to measure, when dressed as aforesaid, eighteen inches long and nine inches square at each end; each piece of cordon will be of sufficient size to measure, when dressed as aforesaid, three feet long, and not less than two feet wide; four thousand feet of the coping will be of the size to measure, when dressed as aforesaid, four feet long, and not less than two feet wide; the remaining three thousand feet of coping to be of sufficient size to measure, when dressed as aforesaid, three feet long and not less than two feet wide; and each cart load of building stone to measure, when compactly piled, thirteen cubic feet. It being understood and agreed upon, by and between the parties aforesaid, that all the principal stone above specified, will be of a good and durable quality, and free from flint or callous, and that the building stone mentioned in this agreement will be of good quality and of sufficient size, in the opinion of the Engineer, for the construction of strong and durable walls. It being also understood and agreed upon by, and between the parties aforesaid, that the delivery of said stone will be commenced as early, and, at the expense of the said Frederick Perley, be deposited on such wharf or wharves, as the said Justus Post may direct; but in no instance except when the public works require it, will a vessel be compelled, after discharging part of her cargo, to remove to another wharf to discharge the remainder.

And the said Justus Post, his heirs, or assigns, on behalf of the United States of the second part, doth covenant and agree to pay, to the said Frederick Perley, his heirs, or assigns, for all the stone procured and delivered, under this agreement, and agreeably to the full intent and meaning of the same, the following prices; that is to say, for each block of the size and quality aforesaid, *fifty cents*; for each piece of ashler of the size and quality aforesaid, *twenty cents*; for each superficial foot of cordon, of the size and quality aforesaid, *fifty-six cents*; for each superficial foot of coping, of the size and quality aforesaid, *sixteen cents*; and for each cart load of building stone, of the size and quality aforesaid, *seventy cents*.

For the due and faithful performance whereof, the parties, for themselves, their heirs, or assigns, bind themselves each to the other, in the penal sum of one thousand dollars.

In witness whereof, the parties have hereunto set their hands and seals, this twentieth day of March, in the year of our Lord one thousand eight hundred and thirteen.

JUSTUS POST.

Sealed and delivered in presence of

ANN C. BREARLEY,
JULIA RANDOLPH.

Frederick Perley,
Abm. Servent,
John Wilkins,
James Springsted,

John Dutcher,
James Grimes,
Garnet Onderdonk,
Daniel Onderdonk, sen.

Daniel Onderdonk,
 Adreon Onderdonk,
 James Jersey,
 Nothiel Conedison,
 David Dutcher,
 Isaac Dutcher,
 Abram A. Tallman,
 David Clark, boatman.
 George Dickey, do.
 Elijah Applebee, do.
 John White,

John Shaw, boatman.
 Abraham Riker,
 Henry Riker,
 John Miens, do.
 John Vanhouter, do.
 John Lydeaker, do.
 James Ramson,
 Silass Penson,
 Abram Miers, do.
 Mr. Herison,
 Mr. Cossee.

HEAD QUARTERS,

September 6, 1814.

A furlough is granted to the above named persons while employed in the Engineer's Department.

A. HAMILTON,

Aid de Camp.

STATE OF NEW-YORK, }
 Rockland County, } ss.

Personally appeared before me, Robert Hart, one of the people's Justices for the said county, John Lydacker, Esquire, of the said county, who, being by me duly sworn, doth depose and say in manner following, viz: That, in or about the month of March, in the year 1813, Frederick Perley entered into a contract with Lieut. Justus Post, agent on the part of the United States for the fortifications in and about the city of New-York, which contract the deponent has seen. And the deponent further saith, that he carried a letter from the said Perley to the said Justus Post, who asked the deponent whether the said Perley was gone away: that deponent answered no, but that said Perley wished to know when the said Justus Post would be ready to receive the stone, agreeably to the contract entered into as aforesaid. That the said Lieut. Post told the deponent that he, the said Post, had written to the Secretary at War, and expected to take the stone by the middle of April or first of May ensuing. And the deponent further saith, that the said Frederick Perley made all necessary preparations to furnish the stone at the time abovementioned, viz: in April or May, 1813. Said deponent further saith, that the said Frederick Perley employed a great number of hands, and got out a very large quantity of stone, to wit: cordon, coping, blocks, ashlers, and building stone, specified in the said contract. And said deponent further saith, that a great part of said stone could not be disposed of elsewhere but at a very reduced price. And said deponent further saith, he believes that the damages sustained by the non-fulfilment of said contract at the time abovementioned, may be justly estimated at four thousand dollars. And further the deponent saith not.

JOHN LYDACKER.

Sworn this 18th day of December, in the year 1815, before me,
Robert Hart, Justice of the Peace.

STATE OF NEW-YORK, }
Rockland county, } ss.

Personally appeared before me, Robert Hart, one of the people's Justices for the said county, Daniel Onderdonk, sen. of the said county, who, being by me duly sworn, doth depose and say in manner following, viz: That Frederick Perley leased of said deponent certain stone quarries for the purpose of getting out stone to supply the fortifications going on in and about New York; that the said lease has nearly expired, and is given up. This deponent further saith, that said Frederick Perley did get out, and prepare, a large quantity of stone in said quarry, to fulfil a contract, as I understand, with a United States' agent for fortifications, in New-York: that, in consequence of said contract being not fulfilled, some of the said stone were broken up, and disposed of elsewhere, after remaining on hand a long time. And further this deponent saith not.

DANIEL ONDERDONCK, sen.

Sworn this 18th day of December, in the year 1815, before me, Robert Hart, Justice of the Peace.

